1. Scope of Application, Deviating Terms and Conditions, Future Business, Prevailing Agreements, Written Form for Legally Relevant Declarations

1.1 These General Terms of Purchase (hereinafter "**GTP**") shall apply to all contracts concluded by MEGGLE HRVATSKA d.o.o. (hereinafter "**MEGGLE** ") with its suppliers (hereinafter "**Supplier**") regarding the purchase and/or delivery of movable goods ("**Goods**") regardless of whether the Supplier manufactures them himself or purchases them from suppliers, including the underlying orders and declarations of acceptance by MEGGLE as well as any ancillary agreements. They also apply accordingly to the purchase of works and services ("Services"). The receipt of the delivered Goods shall be replaced by acceptance in the case of work and the provision of the service in the case of services.

1.2 The GTP shall apply exclusively. Any Supplier terms and conditions that conflict with, deviate from or supplement the GTP shall not apply unless, upon conclusion of the contract, MEGGLE has expressly agreed to their application in writing.

1.3 The GTP shall apply even if MEGGLE accepts a delivery from Supplier without reservation in the knowledge that Supplier's terms and conditions conflict with or deviate from the GTP.

1.4 The GTP shall only apply to entrepreneurs within the meaning of Article 3 of the current Companies Act.

1.5 The GTP, in the respectively valid version, shall also apply exclusively to all future transactions with Supplier within the framework of ongoing business relations, even if they are not expressly agreed again.

1.6 Individual agreements (including individual subsidiary agreements, supplements and amendments) with Supplier and deviating information in MEGGLE's orders or order confirmations shall take precedence over the GTP. Subject to proof to the contrary, a written contract or a written confirmation from MEGGLE shall be decisive for the content of such agreements.

1.7 Legally relevant declarations and notifications which Supplier has to make to MEGGLE following conclusion of the contract (e.g., setting of deadlines, declarations of withdrawal) must be made in writing in order to be effective.

1.8 Unless expressly agreed otherwise, MEGGLE shall be the sole contractual partner. In particular, no other company belonging to the MEGGLE Group shall be liable for MEGGLE's obligations.

2. Conclusion of Contract, Written/Text Form, Ownership of Documents and Objects, Modification of the Goods/ Work or Service

2.1 All orders and declarations of acceptance, amendments, other ancillary agreements and arrangements made prior to or upon conclusion of the contract must be made in written form or at least one of the following forms: Exchange of signatures using industry-standard electronic signature software and/or the exchange of scanned documents with handwritten signatures, SAP orders by post or e-mail. The written form as well as the expressly mentioned forms shall be deemed to be "in writing" within the scope of these GTP to be legally effective.

2.2 Supplier is to confirm orders in writing without delay - stating the order number. Unless otherwise stated or agreed, MEGGLE shall be bound by its orders for five days.

2.3 Drawings and specifications, including tolerance specifications provided by MEGGLE in individual cases and confirmed by Supplier, shall be binding. By accepting the order, Supplier acknowledges that he has gained information about the type of execution and scope of performance by inspecting the available plans, drawings and samples. In the event of obvious errors, incompleteness, spelling mistakes and miscalculations in the documents submitted by MEGGLE, e.g., in the case of orders, drawings and plans, these documents shall not be binding. Supplier shall be obliged to inform MEGGLE of such errors so that the documents can be corrected and renewed. This also applies to missing documents or drawings.

2.4 Drawings, illustrations, plans, calculations, instructions for execution, product descriptions, tools, means of production, samples, models and layouts, etc. as well as finished and semi-finished products (hereinafter referred to as "documents and items"), which MEGGLE has attached to an enquiry or order or has handed over to Supplier for the performance of the contract, shall remain the property of MEGGLE. Paragraph 14 shall apply in addition. The documents and items may only be handed over to third parties with MEGGLE's explicit written consent. MEGGLE is entitled to all rights, in particular intellectual property rights such as copyrights.
Unless otherwise agreed, the documents and items shall be returned to MEGGLE immediately upon completion of the order or execution of the contract, even without special request. Products manufactured or awarded on the basis of the documents and items on behalf of MEGGLE may only be delivered to third parties with MEGGLE's explicit written consent.

2.5 Supplier must inform MEGGLE in writing before concluding the contract if the ordered Goods are subject to export controls or other restrictions on marketability ("export controls") under the regulations applicable in the Republic of Croatia. If the ordered Goods are subject to an export control, and Supplier denies this or fails to provide information in accordance with sentence 1, MEGGLE shall be entitled to withdraw from the contract without granting a grace period. Supplier is also obligated to indemnify MEGGLE against third-party claims (e.g. damages, fines) based on the fact that the ordered Goods are subject to export controls, unless MEGGLE is at fault. This shall not apply if Supplier is not responsible for the omitted or incorrect information under sentence 1. This shall not exclude any further claims by MEGGLE.

2.6 At MEGGLE's request, Supplier shall make changes to the design and execution of the Goods or in its performance of the work or service, provided that the changes are customary in the trade and reasonable for Supplier. Any additional costs incurred as a result of the changes in accordance with sentence 1 shall be borne by MEGGLE in accordance with the provision in sub-paragraph 2.7; reduced costs shall be taken into account in MEGGLE's favour.

2.7 A price increase asserted by Supplier due to a change in accordance with sub-paragraph 2.6 shall be made within a reasonable period of time from receipt of MEGGLE's change notification by Supplier and before implementation of the change. If the price increase is not asserted within a reasonable period of time or if it is asserted only after the implementation of the change, Supplier's corresponding claim shall expire. MEGGLE shall draw Supplier's attention to this in the notification of change. Supplier shall provide evidence of additional costs. Supplier shall notify MEGGLE without delay of any postponement of the delivery date or date of performance necessitated by the change.

3. Terms of Delivery, Delivery Dates and Delivery Periods, Obligation to inform in case of Delays, Delay in Delivery, Contractual Penalty, Force Majeure, Partial Deliveries, Excess/Shortfall Deliveries, Supplier's Right of Set-Off and Retention

3.1 Agreed delivery dates and delivery periods are binding. Supplier bears the procurement risk. MEGGLE does not recognize any reservation of self-delivery by Supplier. The delivery date will be deemed the day on which the Goods are received at MEGGLE or at the agreed place of receipt or declaration of readiness for acceptance in case of

Services. If the delivery is made before the agreed delivery date, MEGGLE may refuse to accept the delivery and send it back at Supplier's cost and risk.

3.2 Supplier shall inform MEGGLE, without undue delay in writing, if circumstances occur or become known to Supplier that mean the agreed delivery date cannot be met. MEGGLE shall be entitled to demand detailed proof of these circumstances. If Supplier's notification is not made immediately or is inadequate, Supplier shall not be entitled to invoke such circumstances at a later date. In the event of a breach of this obligation by Supplier, MEGGLE reserves the right to claim damages and to withdraw from the contract / terminate the contract in accordance with the statutory provisions. The Supplier is obligated to maintain adequate insurance coverage against damage caused by natural disasters throughout the term of the contract. The insurance must cover where applicable the following risks: earthquakes, floods, landslides, high water, subsidence, backwater, hail, severe weather, storms, lightning strikes, fire, snow load, avalanches, flooding, volcanic eruptions, extreme weather events, and similar events

3.3 In the event of a delay in delivery by Supplier, MEGGLE shall be entitled to claim a contractual penalty of 0.2% of the net value of the Goods or Services in respect of which Supplier is in default of delivery for each completed working day (Monday to Saturday with the exception of public holidays at Supplier's and MEGGLE's place of business) of the delay, but not more than a total of 5% of the agreed net value of such Goods or Services. MEGGLE may declare the reservation of the contractual penalty in accordance with Article 353, paragraph 5 of the current Obligations Act even after having received fulfilment of performance. Further statutory or contractual claims and rights of MEGGLE due to the delay shall remain unaffected. The contractual penalty payments shall be offset completely against any claims for damages. The Supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred. Acceptance of the delayed delivery shall not constitute a waiver of claims for damages.

3.4 If MEGGLE is prevented from taking delivery or accepting the ordered Goods, if provided for or agreed by law, due to force majeure or other unforeseeable events which are neither MEGGLE's own fault nor attributable to MEGGLE, the time of taking delivery or acceptance shall be postponed by the duration of the prevention caused by these circumstances. Such events include, in particular, disruptions due to war, sabotage, fire, explosion, water or natural disasters/extreme natural events such as severe weather, lawful industrial disputes and strikes, pandemics, epidemics and plagues, official orders, interruption/suspension or other impairment of the energy supply, failures or restrictions of the electronic data exchange caused by third parties as well as cyber-attacks on the IT systems of MEGGLE or a vicarious agent by third parties , but also a significant change in the demand for goods produced by MEGGLE e.g. as a result of the foot-and-mouth disease or the bluetongue disease. If this prevention at MEGGLE extends over a period of more than 3 months, MEGGLE shall be entitled to withdraw from the contract without Supplier being entitled to claim damages. This also applies to orders that Supplier has not yet processed by the date of withdrawal. Orders already started or executed shall be remunerated in accordance with the agreements made. Any statutory rights of withdrawal of the contracting parties shall remain unaffected.

3.5 Partial deliveries or partial performances shall only be permissible with the consent of MEGGLE and shall be marked accordingly in the shipping documents.

3.6 MEGGLE shall accept excess deliveries of up to 3%. In the event of an excess delivery of more than 3%, Supplier undertakes to grant an appropriate price reduction on the excess Goods delivered. MEGGLE will not accept short deliveries even if the Goods have been inspected and approved.

3.7 Supplier shall only be entitled to offset such claims that are undisputed, ready for decision or legally established. Supplier may only assert a right of retention insofar as it is based on claims from the same contractual relationship that are undisputed, ready for decision or legally established.

3.8 The Supplier may only transfer the production of the Goods or the execution of the Service, even partially, to third parties with the prior consent of MEGGLE. Suppliers/subcontractors of the Supplier used in the performance of the contract shall be deemed to be the Supplier's vicarious agents. The Supplier shall be liable for conduct of its vicarious agents all in accordance with Article 601 of the applicable Obligations Act. The Supplier cannot be released from this liability.

3.9 Supplier shall not directly or indirectly implement generative artificial intelligence (AI) for the performance of its obligations or use AI to perform its obligations without MEGGLE's prior consent. MEGGLE may grant or refuse consent to the use of AI at its reasonable discretion. It may also make its consent subject to compliance with strict specifications and requirements in relation to the architecture of the AI, security and confidentiality.

4. Documentation, Information on Invoices and Delivery Documents, Labelling

Unless collective invoices have been agreed, each consignment must be accompanied by an invoice and a copy in accordance with the legal requirements, as well as delivery notes, packing slips and certificates of analysis, each in duplicate. Those documents must contain:

- the order number and article number
- the quantity and quantity unit
- the remaining quantity for partial deliveries

5. Prices, Packaging

5.1 The prices are agreed fixed prices, including packaging and statutory value added tax if this is not indicated separately. Claims based on additional deliveries and/or services (e.g., assembly, installation) shall only exist after prior agreement and commissioning of the additional deliveries and services.

5.2 Unless otherwise agreed, the prices are in euros "delivery duty paid" (DDP, Incoterms 2020), including costs for insurance and customs duties.

5.3 If packaging is not included in the price, it shall be charged at cost price. In this case, Supplier shall use the packaging specified by MEGGLE. Supplier shall take back the transport packaging at no charge, at MEGGLE's request.

5.4 The Supplier confirms that he is aware of all information, documents, and circumstances relevant to the performance of the contract, and that he has carefully reviewed all relevant pricing parameters and taken them into account in his calculation.

6. Terms of Payment, Invoicing, Assignment, Right of Set-Off and Retention by MEGGLE

6.1 Unless otherwise agreed, payment shall be made within 14 days after complete receipt of the defect-free Goods or complete defect-free performance of the Services (including any agreed acceptance) and receipt of the proper and verifiable invoice in accordance with Paragraph 4, with a 2% discount or within 30 calendar days without a discount, i.e. in the full invoiced amount.

MEGGLE may reject invoices if they do not comply with applicable legal requirements and the requirements under Paragraph 4. In this case, the date of receipt of the new proper invoice shall be decisive for the start of the payment and discount periods. In the event of premature delivery or performance, the agreed delivery date shall take the place of the delivery.

6.2 In the event of partial deliveries, sub-paragraph 6.1 shall apply accordingly. Separate partial invoices must be attached to partial deliveries.

6.3 The invoice accompanying the Goods must have the same value as the original invoice. Other invoices cannot be paid.

6.4 Invoices shall be sent as e-invoices by email to invoices.croatia@meggle.com. In the absence of an obligation to send e-invoices, invoices are to be sent via email to invoices.croatia@meggle.com to MEGGLE HRVATSKA d.o.o., Zagrebačka cesta 126, Grad Zagreb.

6.5 Supplier may not assign its claims against MEGGLE or have them collected by third parties, unless MEGGLE has given its consent or Supplier has granted his pre-supplier an extended reservation of title in the ordinary course of business. If the legal transaction which gave rise to this claim is a commercial transaction for both parties, the assignment shall nevertheless be effective. However, MEGGLE's payment to the Supplier prior to notification of the assignment is valid and MEGGLE is released from its liability to the Supplier, but only if it was unaware of the assignment. The Supplier shall reimburse MEGGLE for any additional costs that may arise in connection with the assignment.

6.6 If MEGGLE does not respond to a Supplier invoice, this will not be deemed acknowledgement of the invoice; even if Supplier has expressly requested that MEGGLE makes such a statement.

6.7 MEGGLE is entitled to rights of set-off and retention as well as the objection of non-performance of the contract to the statutory extent. MEGGLE is in particular entitled to withhold its due as there are still claims against Supplier arising from incomplete or defective (deliveries of) the Goods or Services. MEGGLE is further entitled to assign claims from this contract without Supplier's written consent.

6.8 The payment deadline shall be deemed to have been met if the transfer order is received by the bank before the deadline expires.

6.9 The Supplier is solely responsible for the taxation of the remuneration/payment and the fulfillment of its social security obligations. The Supplier guarantees that he does not receive fees/payments exclusively from the business relationship with MEGGLE.

7. Quality, Quality Assurance, Inspection and Access to Supplier's Operating and Production Facilities, Random Sample Checks

7.1 Supplier guarantees that all deliveries and services are state of the art, and comply with the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations, in particular with regard to occupational health and safety, accident prevention and technical work equipment, and are provided with the necessary protective devices and instructions for use. Here, in particular, foodstuffs and all raw materials and auxiliary materials must comply with the applicable provisions under food laws, as well as special requirements, in terms of their composition, quality, packaging, and declaration.

7.2 The Supplier shall be aware of the area of application and the manner of further processing of the delivered Goods and shall confirm the suitability of the delivered Goods for this purpose with its delivery. For its delivery, the Supplier must comply with the state of the art in science and technology, the safety regulations and the agreed specifications such as technical data.

7.3 Supplier shall take all measures and devices to ensure the delivery of consistent, defect-free quality.

7.4 After prior notice, MEGGLE shall be entitled to carry out production and final inspections as well as quality tests and inspections during normal business hours at its own expense. Supplier shall allow MEGGLE to inspect the operating and production facilities concerned, and the relevant documentation, by prior arrangement. Any defects detected in so doing will be recorded in writing, and Supplier shall remedy them without undue delay. The auditors instructed by MEGGLE are obliged to identify themselves upon request.

7.5 MEGGLE can inspect each delivery through a sampling inspection. If the result is negative, MEGGLE is entitled to carry out an additional inspection. If the negative result is confirmed, the Goods must be examined completely. Section 9.1 remains unaffected.

8. Transfer of Risk, Acceptance

Unless otherwise agreed, e.g., in a delivery contract, delivery shall be "delivery duty paid" (DDP, Incoterms 2020). To the extent that acceptance is provided for by law or contractually agreed, in particular in the context of work contracts, this shall be decisive for the transfer of risk. In addition, the statutory directives of the law on contracts for work and services shall apply to an acceptance accordingly.

9. Notice of Defects, Liability for Defects

9.1 MEGGLE's obligation to inspect the Goods and give notice of defects pursuant to the provisions of the current Obligations Act shall apply with the following provision: The duty to inspect shall be limited to defects that become apparent during the incoming Goods inspection under external examination including the delivery documents (e.g., transport damage, wrong and short delivery). If the Goods become unusable as a result of the inspection, a random inspection of the delivered Goods is sufficient. To the extent that acceptance has been agreed, no inspection obligation shall exist. Furthermore, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. MEGGLE shall give notice of defects without delay, in the case of obvious defects, however, no later than 10 working days from delivery and in the case of hidden defects 10 working days from discovery.

9.2 Claims for defects by MEGGLE as well as MEGGLE's claims for other breaches of duty shall be determined in accordance with the statutory provisions. In addition, claims based on defects of title shall not become ceased in any case as long as a third party can still assert a violation of its right against MEGGLE – in particular in the absence of a statute of limitations. The liability period shall be 36 months, unless longer statutory or contractual periods apply. Supplier shall bear the expenses necessary for supplementary performance, specifically transport, travel, road, labour, and material costs. Unless otherwise agreed, the place of performance for subsequent performance/rectification shall be MEGGLE's registered office.

9.3 In the event of defective delivery/service (including incorrect or short delivery, improper assembly and defective assembly, operating or operating instructions), MEGGLE shall be entitled against Supplier, at MEGGLE's option, to free-of-charge rectification of the defect or free-of-charge delivery of a defect-free item. Subsequent performance shall also include dismantling of the defective Goods and repeated installation to the extent that the Goods have been installed in or attached to another object in accordance with their nature and their purpose; MEGGLE's statutory claim to reimbursement of expenditure in this regard shall remain unaffected. Supplier shall bear the costs necessary for the purpose of deficiency check even if it is

seen that no defect actually existed. MEGGLE's liability for damages in the event of an unjustified request for remedying of defects shall remain unaffected; to this extent, MEGGLE shall however only be liable if it was known or was not known due to gross negligence that no defect existed.

9.4 Suppliers who operate on the MEGGLE premises will receive a "Instruction for External Companies" from MEGGLE. These "Operating Instructions for Work by External Companies" are an essential part of the contract. Compliance with these, especially with regard to occupational safety and quality requirements of MEGGLE, is a mandatory prerequisite for MEGGLE. MEGGLE shall be entitled to withhold up to 10% of the order value until the Supplier's final invoice if either at least 3 minor or one serious infringement is found and notified to the Supplier with the opportunity to comment. The amount of the withholding shall be at the discretion of MEGGLE and may be reviewed by the Supplier by the competent court as to its appropriateness. In addition, any rights and claims, such as the right to extraordinary termination, remain unaffected.

9.5 If, a request by Supplier for subsequent performance together with the setting of a deadline is not possible due to special circumstances (e.g., risk to operational safety, particular urgency, imminent occurrence of disproportionate damage), MEGGLE shall be entitled, without prejudice to its statutory claims, to carry out or commission a substitute performance and to demand reimbursement of the necessary expenses from Supplier. To the greatest extent possible, MEGGLE shall inform Supplier of this prior to the substitute performance.

9.6 In the event of a defect, MEGGLE shall be entitled to reduce the price or to withdraw from the contract. In addition, MEGGLE shall be entitled to claim damages and shall not bear any costs for reimbursement of expenses in accordance with the statutory provisions. Supplier shall bear the burden of proof that there is no defect or that he is not responsible for the damage.

9.7 In the event of rectification or subsequent delivery, the limitation period begins anew. In the case of rectification, however, this only applies insofar as it concerns the same defect or the consequences of a defective rectification and if the Supplier does not act in the execution of an obligation to remedy the defect that is (supposedly) incumbent on him, but purely out of goodwill or similar reasons, for example if there is only a minor defect that can be remedied without significant effort.

9.8 Warranty claims that go beyond the statutory rights in the event of defects remain unaffected.

10. Transfer of Ownership, Processing/Sale of Delivered Goods before Transfer of Ownership

10.1 Supplier warrants that he has the unrestricted right to sell the ordered Goods or to perform the agreed service and that no rights of third parties (such as liens, other creditor positions from assignment of claims or other loan securities, sale of claims, hire purchase, conditional purchase, etc.) conflict with this.

10.2 MEGGLE does not recognise an extended or prolonged retention of title.

10.3 MEGGLE shall be entitled in the ordinary course of business to process, sell or otherwise dispose of delivered Goods prior to the acquisition of ownership.

11. Withdrawal from the Contract/ Termination; Adjustment

11.1 In addition to sub-paragraphs 2.5, 3.2, 3.4 and 9.6- MEGGLE shall be entitled to withdraw from the contract or terminate the contract as applicable,

a) if Supplier applies for the opening of insolvency proceedings against its assets, or if insolvency proceedings are opened, or the opening is rejected for lack of assets,
b) if individual enforcement measures are carried out against Supplier,
c) if the production of the Goods or performance of the works or Services is transferred by Supplier to a subcontractor/pre-supplier without MEGGLE's written consent or is carried out at a production site other than the one agreed with MEGGLE,
d) if Supplier no longer holds valid certificates or other approvals or has failed to notify MEGGLE of changes in the information in Supplier's Declaration which existed at the time of conclusion of the contract and which are essential for the performance of the contractually owed delivery, or
e) Supplier breaches the provisions of Paragraph 15 or
f) Supplier breaches the provisions of Paragraph 16
g) Supplier breaches the provisions of Paragraph 18
h) Supplier breaches the provisions of Paragraph 19.

11.2 MEGGLE sells some of its end products worldwide. Unrestricted exports are an indispensable basis of business for MEGGLE. Should circumstances subsequently arise that make it unreasonable for MEGGLE to adhere to the contract, e.g. in the event of force majeure or in the event of an unforeseeable, significant change in demand, MEGGLE shall be entitled to demand an adjustment of the contract.

12. Product Liability, Insurance, Liability of MEGGLE

12.1 To the extent that the Supplier is responsible for a damaging product defect, he shall be obliged to indemnify MEGGLE against claims for damages by third parties on first demand, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.

12.2 In the event of a necessary and/or officially ordered recall or other measures required to avert danger to persons or property of third parties, Supplier shall be liable for all expenses, costs and damage incurred by MEGGLE as a result of the recall or other measure and shall indemnify MEGGLE against corresponding claims of third parties, insofar as the recall or other measure is based on the fact that the delivered Goods are not in conformity with the contract, unless Supplier is not responsible for this within the meaning of the above sub-paragraph 12.1. Further claims and rights of MEGGLE shall remain unaffected.

12.3 Irrespective of further obligations, Supplier shall inform MEGGLE without delay if specific circumstances become known with regard to the delivered Goods which make a recall or other measure pursuant to the above sub-paragraph 12.2 by MEGGLE or Supplier necessary and/or give rise to a relevant risk of product liability cases.

12.4 MEGGLE shall inform Supplier about the content and extent of any recall campaign to be carried out, enable Supplier to cooperate adequately, and exchange information with Supplier about how to carry out that campaign effectively; this is unnecessary if it is impossible or unreasonable to inform Supplier, or for Supplier to participate, especially due to a special need for urgency. MEGGLE has the final right of decision on the implementation of a voluntary recall. Further-reaching statutory claims remain unaffected.

12.5 Supplier shall insure himself against the risks described in this Paragraph 12 to a sufficient extent, and as is customary in the market. During the existing contractual relationship, Supplier shall at all times hold product liability insurance with an adequate minimum coverage sum of 15 million euros per incident of personal injury or damage to property, which must also coverthe costs of recall campaigns. Furthermore, Supplier shall ensure that the product liability insurance

also covers claims that do not arise or become known until the contract has ended, but whose cause lies in the contractual relationship. Supplier shall be obliged to inform MEGGLE of such circumstances (in particular third-party claims for recourse) which may lead to the above-mentioned minimum amount of cover no longer being fully utilised in the event of a claim in favour of MEGGLE. Any further claims for damages remain unaffected.

12.6 MEGGLE shall be liable under statutory provisions for damages due to injury to life, limb or health, or due to intent or gross negligence on the part of MEGGLE or one of its legal representatives or vicarious agents, and for damages falling under a guarantee granted by MEGGLE. In the event of a slightly negligent breach of a primary obligation or a secondary obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the proper fulfilment of which makes the execution of the contract possible in the first place and on the observance of which the Supplier could rely on, MEGGLE shall only be liable for compensation for the foreseeable damage typical for the contract. In all other respects, liability is excluded.

13. Protective Rights

13.1 Supplier shall grant MEGGLE the non-exclusive, irrevocable and transferable right of use, unlimited in time, space and content, to all (components of) Goods and Services capable of being protected by industrial property rights. This includes, in particular, the right to modify, process or carry out other redesigns of the (components of) Goods or work results for the purpose of integration into other products and to distribute the deliveries in the original or in modified, processed or redesigned form. MEGGLE shall be entitled to grant sub-licences within the aforementioned framework.

13.2 Supplier shall deliver the ordered Goods or Services free of third-party rights, in particular, patents, utility models, copyrights, design rights, trademark rights, rights to a name and personal rights, other industrial property rights as well as applications for industrial property rights and other acquired legal positions (hereinafter "property rights"). Insofar as this granting of rights requires the prior grant to the Supplier by a third party, the Supplier guarantees to conclude or have concluded an agreement with the third party that meets the requirements of Section 13.

13.3 Supplier shall indemnify MEGGLE against all claims of third parties arising from the infringement of property rights and applications for property rights or in the case of claims under unfair competition laws by third parties in the event of contractual use of the deliveries and services, unless he is not responsible for the infringement. The same shall apply to all expenses necessarily incurred by MEGGLE in connection with such a claim by a third party, in particular for the costs of legal defence. Furthermore, in the event of liability according to this sub-paragraph 13.3, Supplier shall be liable for all consequential damages incurred by MEGGLE, in particular as a result of delivery bottlenecks and production disruptions.

13.4 Supplier shall not be liable insofar as he has manufactured the delivered Goods in accordance with drawings, samples or other equivalent descriptions provided by MEGGLE and did not know or did not have to know that this would infringe property rights.

13.5 Production and machine data are all data collected and generated during use at MEGGLE that are generated during the use of the Goods or Services, in particular if they allow conclusions to be drawn about the production processes. MEGGLE is the owner of all rights to this production and machine data and statistics, analyses or further information that are created by or for MEGGLE on the basis of the production and machine data. The use of the production and machine data by the Supplier for the analysis and exploitation of the results of this analysis for its own purposes, such as the development and improvement of its own goods or services, requires the prior written consent of MEGGLE.

14. Provision of Materials, Ownership

14.1 Any material provided by MEGGLE will remain MEGGLE's property. It shall be stored separately and marked as the property of MEGGLE. Material provided may only be used for the execution of the contract with MEGGLE. It shall be returned after execution of the contract and upon MEGGLE's request.

14.2 Supplier shall be liable for any reduction in value or loss, regardless of culpability. He will insure the provided material against fire, water and theft damage at replacement value at his own expense. At the same time, the Supplier assigns MEGGLE all claims for compensation under this insurance in advance; MEGGLE hereby accepts the assignment.

14.3 The items manufactured with the material provided by MEGGLE will remain MEGGLE's property in their respective state of production. Processing, blending or combination by Supplier of material provided shall be done on MEGGLE's behalf. The same shall apply to further processing of the supplied Goods by MEGGLE.

14.4 The price includes the cost of storing the items and materials kept for MEGGLE.

15. Compliance, IT-Security, Rights of control

15.1 The Supplier warrants that he fulfils the legal requirements for the execution of the orders placed with him at all times, in particular that he complies with the legal provisions for combating corruption and that the upstream suppliers and subcontractors appointed by him for the performance of the contract with MEGGLE, in particular comply with the supply chain obligations referred to in Section 16

a) only deploy foreign employees from third countries (non-EU/EEA countries) with the necessary work permit
b) and ensure that these employees have the required documents (residency permit, work permit, etc.) in the original and – if necessary – with an officially certified translation in Croatian;
c) present the documents specified in sub-paragraph 15 b) to MEGGLE or its contractual partners upon request;
d) use only employees who have the necessary qualifications

15.2 The Supplier undertakes to provide security updates insofar as third-party components are used in its IT infrastructure, as well as to take its own measures to ensure cybersecurity in accordance with the current state of the art. Furthermore, the Supplier shall inform MEGGLE of any security-relevant incidents or security violations in the area of the Supplier's IT and its vicarious agents that could affect the contractual relationship with MEGGLE without undue delay, in advance by e-mail to info.croatia@meggle.com and then by telephone.

15.3 MEGGLE shall be entitled, upon prior notice, to check the implementation of the obligations arising from the above provisions of Clause 15 at the Supplier.

16. Supply chain obligations

16.1 Compliance with minimum standards on human rights and environmental protection.
MEGGLE expects suppliers to comply with human rights and environmental due diligence obligations and to address them appropriately within the supply chain of business partners.

a) The Supplier guarantees that he complies with the MEGGLE Partner Code of Conduct as a minimum social standard. The current Code of Conduct can be viewed at https://www.meggle-group.com/en/coc.

b) In addition, MEGGLE expects Supplier's compliance with the following principles, which are the subject of human rights and environmental risks as described in the Directive (EU) 2024/1760 on corporate sustainability due diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859 (hereinafter: the "Due Diligence Directive"):
- Prohibition of child labour
- Prohibition of forced labour and all forms of slavery
- Compliance with occupational health and safety measures and exposure to work-related health hazards
- Respect for freedom of association – freedom of association and right to collective bargaining
- Prohibition of unequal treatment in employment
- Prohibition of withholding an adequate wage
- Destruction of natural resources due to environmental pollution
- Unlawful violation of land rights (prohibition of unlawful eviction or unlawful occupation of land)
- Prohibition of hiring or using private/public security guards that may cause disruption due to lack of instruction or control
- The prohibition of an act or omission in breach of duty that goes beyond the above and is directly likely to impair rights provided for in the human rights and freedoms instruments listed in Annex I, Part I, Article 2 of the Due Diligence Directive, where the unlawfulness of such acts or omissions is evident on the basis of a reasonable assessment of all relevant circumstances.
- Prohibited production, use and/or disposal of mercury (Minamata Convention)
- Prohibited production and/or use of substances within the scope of the Stockholm Convention (POPs) as well as non-environmentally sound handling of waste containing POPs
- Prohibited import/export of hazardous waste within the meaning of the Basel Convention.

16.2 The Supplier shall cooperate with MEGGLE and provide MEGGLE with the best possible support at his own expense in all required measures to ensure compliance with the above-mentioned human rights and environmental standards, in particular in training and further education, in inspections and in connection with the implementation of corrective action plans

16.3 The Supplier shall inform MEGGLE without undue delay upon express request in accordance with the need-to-know principle of any serious risks and injuries identified by him and the measures he has taken, and shall inform whether, when and to what extent these measures have been effective

16.4 MEGGLE maintains an appropriate whistleblower procedure that enables individuals to report human rights or environmental risks as well as violations of human rights-related or environmental obligations. https://www.meggle-group.com/en/whistleblower-guideline

16.5 MEGGLE reserves the right to adapt the requirements for compliance with human rights and environmental standards even in a continuing obligation, provided that MEGGLE is obliged to do so by the legally prescribed review and updating obligations within the framework of the Due Diligence Directive. Where possible, MEGGLE will inform the supplier of any forthcoming risk analyses.

17. Sustainability

The Supplier will endeavour to act sustainably and conserve resources.

Furthermore, the Supplier strives to promote a more sustainable economy, protect the environment and reduce the emission of emissions, e.g. CO2, which contribute to the greenhouse gas effect and to the warming of the earth's atmosphere.

Where any of the goods listed in Annex I to Regulation (EU) 2023/1115 on deforestation-free supply chains are supplied, they shall comply with the requirements of the provisions of this Regulation in force at the time of performance of the contract. The supplier will support MEGGLE in fulfilling EUDR due diligence obligations, in particular by providing any due diligence declaration

18. Confidentiality, Contractual Penalty, Marketing Measures

18.1 Supplier is obliged to treat information that have been made available to him by MEGGLE as confidential, unless they (i) were already publicly known at the time of disclosure or have become so thereafter, (ii) are disclosed to Supplier by a third party without Supplier breaching any confidentiality obligation, (iii) were already in Supplier's possession or known to him at the time of disclosure, or (iv) were developed by Supplier independently of access to the trade secrets. If those obligations are breached, MEGGLE may demand immediate withdrawal.

18.2 The business secrets pursuant to sub-paragraph 18. 1 include, in particular, MEGGLE's internal procedures, the conditions of the contract concluded, documents and information received by MEGGLE, personal data, specifics of the development project including the systems used for this purpose, know-how, business relationships, business strategies, business plans, financial planning and personnel matters, the technical status, the construction and operation of the production facilities including descriptions, schedules, goals, construction drawings, plans, whereby it is irrelevant on which carrier medium they are embodied, whether they are marked as "confidential" or "secret", whether they have a special economic value from Supplier's point of view or whether other technical or organisational measures are taken by MEGGLE to protect confidentiality. Supplier may only use the trade secrets for the fulfilment of his obligations under the concluded contract and may only disclose them to third parties with the express written consent of MEGGLE. Furthermore, Supplier undertakes not to reverse engineer, decompile, disassemble or otherwise examine the composition and/or production of information of MEGGLE which is subject to secrecy, unless this is necessary for the delivery and MEGGLE has expressly agreed to this in writing in advance. Upon MEGGLE's request to do so, Supplier shall immediately return all documents and information to MEGGLE.

18.3 Supplier shall also impose this confidentiality obligation on his employees, subcontractors and suppliers. Confidential information of MEGGLE may not be used in artificial intelligence applications without MEGGLE's express consent.

18.4 After termination of the contract, Supplier shall not be permitted to use business secrets of MEGGLE to manufacture competitive products. This applies to every direct and indirect activity. A "competing product" means any product that corresponds to or is comparable with the Goods in the order.

18.5 Supplier shall pay a contractual penalty to MEGGLE in each case of a breach of the obligations referred to in sub-paragraphs 18.1 to 18.4, unless he is not responsible for the breach. The amount of the contractual penalty depends on the severity and consequences of the breach. It shall be determined by MEGGLE in each individual case at its reasonable discretion and, in the event of a dispute, shall be reviewed by the competent court as to its appropriateness. This shall not affect the assertion of a claim for damages exceeding the contractual penalty on account of the breach; the contractual penalty shall be offset against any claims for damages.

18.6 Only with MEGGLE's prior written consent may Supplier advertise the business relationship, in individual cases. The scope of such advertising measures shall be jointly agreed in writing.

19. Data protection

19.1 The Supplier undertakes vis-à-vis MEGGLE to process personal data in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") and all other applicable data protection laws, in particular to take appropriate technical and organisational measures to ensure the protection of the rights and freedoms of the data subjects. The Supplier is obliged to inform his vicarious agents and, if applicable, involved processors about the relevant legal and contractually agreed data protection regulations and to oblige them to comply with them and to maintain confidentiality.

19.2 In the event of the processing of personal data by the Supplier on behalf of MEGGLE, a corresponding additional agreement pursuant to Art. 28 GDPR must be concluded prior to the respective data processing. The Supplier warrants that the processing of personal data will take place exclusively in a member state of the European Union or in another state party to the Agreement on the European Economic Area. Any relocation to a third country requires the prior consent of MEGGLE in text form and may only take place if the special requirements of Art. 44 et seq. GDPR are met and any necessary measures have been taken.

19.3 The Supplier shall be obliged to provide the Services subject to the contract in accordance with the state of the art in information security in such a way that the security, confidentiality, availability, integrity and resilience of MEGGLE's IT systems and company data are not impaired or endangered. The Supplier will ensure a level of safety appropriate to the risk. Company data within the meaning of this section means all information of the Client that is worthy of protection, which also includes personal data.

20. Place of Jurisdiction, Place of Performance, Applicable Law

20.1 If the Supplier is a merchant or a legal entity under public law, Commercial Court in Zagreb shall be competent as far as permitted by law. The same applies if the supplier does not have a general place of jurisdiction in the Republic of Croatia. MEGGLE shall be entitled to sue the Supplier at any other statutory place of jurisdiction. Statutory provisions on exclusive jurisdiction shall remain unaffected.

20.2 The place of performance for all deliveries and Services shall be the place to which the Goods are to be delivered in accordance with the order or at which the agreed Services are to be rendered. If no place of delivery or performance has been agreed, the place of performance shall be the City of Zagreb.

20.3 The law of the Republic of Croatia shall apply; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.